

<b>SOLICITATION, OFFER AND AWARD</b>			<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA4	<b>Page</b> 1 <b>of</b> 54
<b>2. Contract No.</b>		<b>3. Solicitation No.</b> W56HZV-07-R-0293		<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b> 2007JAN30	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> U.S. ARMY TACOM LCMC SFAE-GCS-W-BCTP WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL			<b>Code</b> W56HZV	<b>8. Address Offer To (If Other Than Item 7)</b> RETURN TO BUYER BLOCK 7, 8, OR 10		

**SOLICITATION** NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

**9. Sealed offers in original and** 1 signed **copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in** \_\_\_\_\_ **until** \_\_\_\_\_ **(hour) local time** 2007MAR30 **(Date).**

**Caution - Late Submissions, Modifications, and Withdrawals:** See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

<b>10. For Information Call:</b>	<b>Name</b> PAUL CLENNON <b>E-mail address:</b> CLENNONP@TACOM.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (586) 574-5289
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**OFFER (Must be fully completed by offeror)**

**NOTE:** Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

**12. In compliance with the above, the undersigned agrees, if this offer is accepted within** \_\_\_\_\_ **calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

**13. Discount For Prompt Payment**  
(See Section I, Clause No. 52.232-8)

**14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:**

Amendment Number	Date	Amendment Number	Date

<b>15A. Contractor/Offeror/Quoter</b>	<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>
<b>15B. Telephone Number (Include Area Code)</b>	<b>15C. Check if Remittance Address is</b> <input type="checkbox"/> <b>Different From Blk 15A- Furnish Such Address In Offer</b>	<b>17. Signature</b>	<b>18. Offer Date</b>

**AWARD (To be completed by Government)**

<b>19. Accepted As To Items Numbered</b>	<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>	
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)	<b>Item</b>
<b>24. Administered By (If other than Item 7)</b>	<b>Code</b>	<b>25. Payment Will Be Made By</b>	
<b>SCD</b>	<b>PAS</b>	<b>ADP PT</b>	
<b>26. Name of Contracting Officer (Type or Print)</b>		<b>27. United States Of America</b>  _____ /SIGNED/ (Signature of Contracting Officer)	<b>28. Award Date</b>

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

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**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.201-4000 (TACOM)	TACOM-WARREN OMBUDSPERSON	JAN/2006

Information regarding the TACOM-Warren Ombudsperson is located at the website <http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Clause]

A-2	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	SEP/2006
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(a) All TACOM solicitations and awards are distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) Unless otherwise authorized in this solicitation, you are required to submit your offer, bid, or quote electronically, normally via email or datafax. For detailed information about submitting your offer electronically, please see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.

(1) The proper TACOM addresses for offer submission are:

(i) RFQs: Email your quote to the contract specialist's email address found on the RFQ cover sheet or the DD Form 1155.

(ii) RFP and Sealed Bidding: Email your offer to: [offers@tacom.army.mil](mailto:offers@tacom.army.mil) If you datafax your proposal/bid, address your header to: [offers@tacom.army.mil](mailto:offers@tacom.army.mil) and fax to the TACOM Network fax Server at datafax number 1-586-574-5527.

(2) When datafaxing or emailing an offer, the submitted file cannot exceed 3.5 megabytes. Clearly state Quote, Offer, or Bid on your fax cover page or on the subject line of the e-mail. Use only one of the terms Quotation, Offer, or Bid depending on the solicitation type. Include your company name and annotate the proper internal TACOM address for proper internal routing.

(3) Authentication for datafax submission is verified by the offeror returned address. Quotes, Bids, or Offers may be sent via datafax using a personal computer or a standalone datafax machine. If you are submitting a datafax, a confirmation of receipt for TACOM-Warren will not be sent.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil) . If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center Website at <http://www.aptac-us.org/new/> to find a location near you.

[End of Clause]

A-3	52.214-4003 (TACOM)	ALL OR NONE	MAR/1998
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Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation.

- (1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.
- (2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION ARE INELIGIBLE FOR AWARD.

[End of clause]

Executive Summary

The Project Manager, Stryker Brigade Combat Team (PM-SBCT) intends to contract for the acquisition of the Stryker Digital Schematic Tool (SDST). This effort will involve the digitization of the system schematics of the Stryker Family of Vehicles (FOV) and their use in the creation or adaptation of a software tool that is an interactive diagnostic and training tool that shows the flow of these system schematics and allows a user to manipulate that flow by changing the status (active to inactive and back, open to closed and back, etc.) of system components. The SDST must operate independently or when linked to the Stryker Interactive Electronic Technical Manual (IETM).

The Government anticipates a contract with both Cost-Reimbursement and Fixed-Price contract line item Numbers(CLINs). The Government anticipates that the development or adaptation of the SDST software and the post production Support CLINs will be Cost-Reimbursement and the Training will be Fixed-Price.

\*\*\* END OF NARRATIVE A 0001 \*\*\*

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	SECURITY CLASS: Unclassified				
0001AA	<div><div><div>STRYKER DIGITAL SCHEMATIC TOOL (SDST)</div><div>CLIN CONTRACT TYPE: Cost-Plus-Fixed-Fee NOUN: 1YR SBCT DIGIT SCHEMATIC TOOL PRON: X16GX143X1PRON AMD: 02 AMS CD: 31107180005</div><div>Stryker Digital Schematic Tool (SDST) described in Section C, Paragraphs C.1, C.2, and C.4  (End of narrative B001)</div><div>Estimated Cost Fixed Fee Total Estimated Amount</div><div>(End of narrative B002)</div><div>Inspection and Acceptance INSPECTION: DestinationACCEPTANCE: Destination</div><div>Deliveries or Performance DLVR SCHPERF COMPL REL CDQUANTITYDATE 001030-SEP-2008</div><div>\$</div></div></div>				\$
0001AB	<div><div><div>SDST TRAINING</div><div>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: 1YR SBCT DIGIT SCHEMATIC TOOL PRON: X16GX143X1PRON AMD: 02 AMS CD: 31107180005</div><div>Training on the SDST described in Section C, Paragraph C.7  (End of narrative B001)</div></div></div>				\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	<u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination				
	<u>Deliveries or Performance</u> DLVR SCH      PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001      0      30-SEP-2008  \$				
	<u>SDST POST PRODUCTION SUPPORT</u>  CLIN CONTRACT TYPE: Cost-Plus-Fixed-Fee NOUN: 1YR SBCT DIGIT SCHEMATIC TOOL PRON: X16GX143X1      PRON AMD: 02 AMS CD: 31107180005  SDST Post Production Support as described in Section C, Paragraph C.6  (End of narrative B001)  Estimated Cost      _____ Fixed Fee      _____ Total Estimated Amount      _____  (End of narrative B002)  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination				\$ _____
0002	<u>Deliveries or Performance</u> DLVR SCH      PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001      0      30-SEP-2008  \$				
0002AA	SECURITY CLASS: Unclassified  <u>OPTION FOR POST PRODUCTION SUPPORT -- YEAR 2</u>  CLIN CONTRACT TYPE: Cost Plus Fixed Fee				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NOUN: Year Number Two of Post Production Support as described in Section C, Paragraph C.6</p> <p>(End of narrative B001)</p> <p>Estimated Cost _____</p> <p>Fixed Fee _____</p> <p>Total Estimated Amount _____</p> <p>(End of narrative B002)</p>				
0002AB	<p><u>OPTION FOR POST PRODUCTION SUPPORT -- YEAR 3</u></p> <p>CLIN CONTRACT TYPE: Cost Plus Fixed</p> <p>NOUN: Year Number Three of Post Production Support as described in Section C, Paragraph C.6</p> <p>(End of narrative B001)</p> <p>Estimated Cost _____</p> <p>Fixed Fee _____</p> <p>Total Estimated Amount _____</p> <p>(End of narrative B002)</p>				
0003	<p>SECURITY CLASS: Unclassified</p>				
0003AA	<p><u>OPTION FOR TRAINING</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price</p> <p>NOUN: Training Option as described in Section C, Paragraph C.7.1</p> <p>\$ _____ Option Price</p> <p>(End of narrative B001)</p>				
5000	<p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Technical Data as set forth in the Contract Data Requirements Lists (DD Form 1423) A0001 to A0012 which are attached as Exhibit A. These CDRLs are not separately priced.</p> <p>(End of narrative B001)</p>				

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.204-4003 (TACOM)	START OF WORK MEETING	MAY/2000

The contractor shall host a start of work meeting at its facility, unless some other location is designated by the Procurement Contracting Officer (PCO), within 60 days after contract award. The contractor shall at a minimum invite the PCO and the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

[End of Clause]

C-2	52.237-4000 (TACOM)	CONTRACTOR MANPOWER REPORTING (CMR)	NOV/2005
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The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://contractormanpower.army.pentagon.mil> . The required information includes the following:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Estimated data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

[End of Clause]

C.1 Stryker Digital Schematic Tool Statement of Work

C.1.1 Background: The objective of this effort is to provide the maintainer with a computer-based schematic tool that aids in the



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understanding and conduct of fault isolation and troubleshooting processes of the Stryker vehicle systems. The schematic tool shall provide logical and easy navigation of wiring schematics and flow diagrams, and give the user functionality to trace circuit paths. It shall provide accurate information and data regarding Stryker (all variants/configurations) electrical, hydraulic, pneumatic, cooling, and fuel systems in a graphical, easy to understand, manner.

C.1.2 Start of Work Meeting: A Start Of Work Meeting shall occur at TACOM within 60 calendar days after contract award. The contractor shall take minutes of the Start Of Work Meeting in MS Word format and distribute them by email to all attendees within five calendar days after the meeting IAW CDRL A003. A project plan shall be presented by the contractor at the Start Of Work meeting to include schedule with key milestones/critical path, workflow/processes, key personnel assignments, and quality assurance plan IAW CDRL A002.

C.2 Scope: The contractor shall provide a computer-based schematic tool for accessing and viewing all schematics/diagrams, technical data, and all functionality described in Section C.4, Core Requirements.

C.2.1 The schematic tool shall provide interactive multimedia computer displays of diagrams, photo/line art images, and schematics for Stryker Electrical/Hydraulic/Pneumatic/Fuel/Cooling systems (with linked system/component theory of operation and other functionality as described in C.4) that can be utilized by relatively inexperienced maintainers.

C.2.2 The core requirements shall include conversion of technical data to digital schematic tool format, and an intelligent graphics interface for electrical, pneumatic, hydraulic, fuel and coolant system traceout capability.

C.2.3 Approximately 271, but not more than 300 Stryker Schematics shall be converted to digital format under this effort. This includes approximately 2,000 circuits but not more than 2,700 circuits. The 2,000 circuits generally break down as follows: 1,700 electrical circuits, and approximately 300 hydraulic, pneumatic, coolant, and fuel circuits. All generally have a medium to high complexity. Approximately 38% of the circuits are common across the ten Stryker variants. It is the Governments intent to improve the understanding and utility of the schematics/diagrams for the maintainer by providing the Stryker Digital Schematic Tool (SDST) to be loaded and viewed on the Maintenance Support Device (MSD). While this may require breaking up the content of a schematic/diagram into logical discreet units for display, technical accuracy must be maintained.

C.2.4 Technical support from the Stryker prime contractor will be provided as part of a separate contract action. Prime contractor technical support will include providing access to the latest schematics, to include a hard copy of the schematics/ diagrams are required diagrams and technical manuals; providing technical information/explanations on the content and flow of schematics/diagrams; providing theory of operation; providing digital photographs; providing access to weapon systems; providing technical guidance and interface information that shall be used to ensure the digital schematics applications can be interfaced with the weapon systems Interactive Electronic Technical Manuals (IETMs). The contractor shall deliver a Non-Disclosure Agreement (NDA) IAW CDRL A010.

C.2.5 The Electronic Maintenance System (EMS) Interactive Electronic Technical Manual (IETM) Authoring and Display System contractor shall provide technical support as required under a separate contract action. This support shall consist of instruction and technical advice on how to create hyperlinks between the Stryker IETM and the Stryker digital schematic application.

C.2.6 Government Furnished Material and Government Furnished Information: The Stryker IETM, and a Maintenance Support Device (MSD) will be provided by the Government.

C.3 References: None

C.4 Core Requirements: The contractor shall:

C.4.1 Provide the following as part of the Stryker Digital Schematics Application:

C.4.1.1 The digital schematics application shall operate and its graphics shall be viewable on the Maintenance Support Device (MSD) computer with the Microsoft XP operating system and the MSD with the Microsoft Windows 2000 operating system used by soldier-maintainers in the Stryker Brigade Combat Teams (SBCT). The MSD specifications are as follows:

- 1.8 GHz Dothan Pentium\ae M processor, 2 MB cache
- 512 MB (optional expansion to 2 GB) RAM
- 14.1 Sunlight Readable Active Matrix Milbrite ELG-2 Display, 1024 x 768 resolution
- 64 MB Dedicated Video RAM with ATI Mobility\ d4 Radeon\ d4 9000 Graphics Processing System
- 80 GB Miltope Model DB20-80 RHDD
- 802.11 b/g Embedded Wireless
- AC 97 Stereo Audio with line in, stereo headphone, and microphone connectors
- DVD+R (4x) RW (4x)/CD-R (24x) RW (10x)
- 1.44 MB Floppy Disk Drive
- Two RS-232/485 2 or 4 wire ports
- Two USB 2.0 ports with cable ports restraint
- SVGA interface
- PCMCIA card reader with strain relief

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Modem connector V.92/56K RJ11  
Network connector RJ45  
IEEE 1284 Parallel Port  
Sealed QWERTY keyboard with Hula Point\'d4 mouse

- C.4.1.2 Provide logical and easy navigation of electrical, pneumatic, hydraulic, fuel, and cooling system schematics/diagrams and give the user functionality to trace circuit and flow paths.
- C.4.1.3 The interactive functional graphics solution delivered under this effort shall present graphics linked to supporting narrative text. For each graphic that requires metadata for functionality (e.g. theory of operation, wire lists, flow), there shall be an associated companion file. All companion files that are required for functionality shall be delivered in an XML formatted document, unless otherwise approved by the government.
- C.4.1.4 User saved information, including notes, shall be in XML format or ASCII text. A graphic export functionality shall save the image in the jpeg or CGM format, unless otherwise approved by the Government.
- C.4.1.5 The following requirements shall apply to all fuel, pneumatic, hydraulic, and coolant diagrams:
- C.4.1.5.1 The diagrams shall depict the components, piping and as appropriate electrical circuitry of a pressurized system. Mouse clicking on a graphical depiction of a relay, servo, solenoid or other component shall cause that component to simulate being energized; this shall result in the component being highlighted with a contrasting color, and all connecting paths and components highlighting with that color. A method of visual differentiation other than highlighting may be employed such as flashing, movement, or other equally effective method. Systems may continue on adjoining sheets or views which shall be accessible via hyperlinks from current sheets or views. When the user navigates to adjoining sheets/views, all paths and components that are part of an energized system shall be highlighted.
- C.4.1.5.1.2 The digital schematic tool shall provide animations when applicable to enhance understanding of extremely complex or difficult circuitry. The government must pre-approve use of animation.
- C.4.1.5.2 All graphical depictions of valves shall default to their normal state and shall indicate system flow accordingly. Mouse clicking a graphical depiction of a switch that affects a graphical depiction of a valve, solenoid, relay, servo or other component shall change the state of the component and affect system flow accordingly. Mouse clicking a graphical depiction of a pump shall energize the component, indicated by highlighting it, or an equally effective method of visual differentiation, and all paths and components within the system, subject to the state of valves.
- C.4.1.5.3 A software feature shall provide simulated pressure readings in pounds per square inch which shall reflect readings of the actual system. The pressure readings shall be available from the components and other points depicted in the diagrams that pressure readings would normally be taken from on the actual system for maintenance purposes. The software feature that presents the pressure readings may be a menu selected pop-up, graphical depiction of a meter, or other approach that will be approved by the Government.
- C.4.1.5.4 Links shall be provided where graphical text indicates that a system continues on another sheet/view. The user shall be able to mouse click on that graphical text and the sheet/view shall display. Currently energized systems shall show as highlighted on the displayed sheet/view.
- C.4.1.5.5 Mouse clicking on a graphical depiction of an energized servo, relay, solenoid or other component, or when de-activated by a controlling component, shall turn the highlighted components back to their original color to simulate de-energizing. If the energized component used some other method than highlighting to indicate its state, then the logical reverse of that method shall be used to show de-energizing.
- C.4.1.5.6 Some systems display wiring information within a pneumatic, hydraulic, coolant, and fuel system. Wiring information and diagrams shall follow the same behavior as standalone wiring diagrams.
- C.4.1.6 The following requirements shall apply to all electrical wiring diagrams and schematics:
- C.4.1.6.1 The contractor shall deliver simulated pin-to-pin functionality from individual graphical depictions of pins with single and multiple paths, based on Stryker derived wire lists. By selecting an item within the main menu bar/system, the user will have the following functionality:
- C.4.1.6.2 The pin-to-pin state allows the user to select/mouse click a graphical depiction of a pin or component. The pin or component shall highlight with a contrasting color. All paths leading to the next pin or component within the system shall highlight green (or other color as approved by the government), indicating all possible options as determined by wire list information. The user can select any of the highlighted pins or components and the system shall trace the color path to that specific pin location. All previous options shall return to their original color (black or other color as approved by the government). The Government must approve any variations to this approach. The user will have the ability to toggle graphical depictions of switches from the normal state (e.g. on/off or

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open/closed) and back to the normal state. Toggling of switches shall affect the flow trace out options for the pin-to-pin and component-to-component states to reflect what actually would occur in the wiring system. When a user selects another flow state, all previous highlights shall return to their original color. Users will have the ability to save any highlighted paths using the note function. The provided Stryker wire lists shall be used to display specific information for that particular wire such as harness and wire number.

C.4.1.6.2.1 The digital schematic tool shall provide animations when applicable to enhance understanding of extremely complex or difficult circuitry. The government must pre-approve use of animation.

C.4.1.6.3 When a user selects a graphical depiction of a source pin or component, a list of destination pins or components shall be accessible. Voltage Readings on graphical depictions of wires or components shall be displayed by text pop-ups, or through a graphical depiction of a meter, or other approach as approved by the Government. The voltage readings shall be available from the components and other wiring points depicted in the diagram/schematic that voltage readings would normally be taken from on the actual system for maintenance purposes. Resistance readings in ohms and electrical flow readings in amperes shall also be available, via text pop-up or graphical depiction of a meter, in cases where the maintenance/troubleshooting task requires such a reading.

C.4.1.6.4 Sheet-to-Sheet Connectivity The user shall have the ability to trace out a path that flows to another sheet or view. When the user selects the graphical text that indicates the path continues on another sheet/view, the appropriate sheet/view shall be loaded into the main window and the path highlighting from the previous sheet/view shall automatically continue on that graphic.

C.4.1.7 Link to Content is applicable to all fuel, pneumatic, hydraulic, coolant and electrical wiring diagrams and schematics: all content shall be identified and linked so the user can access content from each individual schematic/view. Content to be provided via hyperlink shall include:

C.4.1.7.1 Link to Circuit Description provide a description of the entire circuit for each schematic/view.

C.4.1.7.2 Link to Component Theory - on each schematic/view, provide a description of each of the components contained in the schematic/view and their theory of operation.

C.4.1.7.3 Link to Component Picture and Location for each component contained in a schematic/view, provide a color digital photograph or art derived from CAD system of the actual component, and locator art to enable locating the component on the actual vehicle. Three-dimensional (3D) views shall be used for complex or difficult to visualize views. Line art shall only be used with approval of the government.

C.4.1.7.4 Link to Print Capability - from each schematic/view, provide the ability to print the schematic on A-size paper. Functionality would capture the image on the screen and send that image to the printer. Print feature shall include the capability to print an image on multiple A-size continuous sheets to accommodate large and complex schematics/diagrams.

C.4.1.7.5 Link to Help Manual. A help manual shall be provided as an integral part of the digital schematic tool. It shall include an introduction to the digital schematic tool that explains what it is, how to use it, and how to use the help manual; a detailed explanation of all the features and how to use them with supporting tutorials; specific examples of how to use the digital schematic tool while troubleshooting a Stryker; troubleshooting for the digital schematic tool itself; subject index; and table of contents. The table of contents and subject index shall have hyperlinks from each entry to the information it references. The help manual shall also provide context sensitive help information. A link to this help manual shall be available from any schematic/view and from all contexts.

C.4.1.7.6 Link to Fault Insertion Tool for each schematic/view provide a software tool that has the ability to simulate the opening or closing or shorting of the displayed circuits/flow paths for electrical, pneumatic, hydraulic, coolant, and fuel flow. Electrical and pressure readings resulting from the opening/closing/shorting of circuits/flow paths shall accurately reflect what would happen in the actual system. The electrical and pressure readings shall be available via pop-up or a depiction of a meter, or through some other means approved by the Government.

C.4.1.8 Link to Troubleshooting Procedure, Repair/Replace Procedure, and Repair Parts and Special Tools List (RPSTL) The Stryker prime contractor shall author hyperlinks between the Stryker IETM and Stryker digital schematics application as a follow-on action under a separate contract. The Stryker prime contractor shall provide technical guidance and interface information that shall be used to ensure the digital schematics applications can be interfaced with the IETMs

C.4.1.9 The digital schematics application shall contain a Table of Contents (TOC) that lists all the schematics/diagrams contained within the application by appropriate description and designator. Each TOC entry shall be a hyperlink to the referenced schematic/diagram. The TOC shall be accessible at all times from any schematic/diagram view under any context.

C.4.1.10 A detailed instruction manual shall be provided in 8.5 x 11 format in both editable MS Word format and pdf format. Files for the graphics contained in the instruction manual shall be in a common editable format such as CGM or CCITT Group IV, and all individual graphic files shall be provided. The instruction manual shall, at a minimum, include an introduction to the digital schematic tool that explains what it is, how to use it, and how to use the help manual; minimum computer requirements; instructions on how to load the digital schematic tool on a computer (MSD); a detailed explanation of all the features and how to use them; specific examples of how to

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use the digital schematic tool while troubleshooting a Stryker; troubleshooting for the digital schematic tool itself; subject index; and table of contents. The table of contents and subject index shall have hyperlinks from each entry to the information it references.

C.4.2 Deliverables and Schedule: The following are deliverables to be provided under this statement of work, and applicable schedule:

C.4.2.1 Stryker Stand-Alone Digital Schematic Tool on CD or DVD 330 calendar days after contract award IAW CDRL A001.

C.4.2.2 A project plan to include schedule with key milestones/critical path, workflow/processes, key personnel assignments, and quality assurance plan IAW CDRL A002.

C.4.2.3 Minutes of Meetings IAW CDRL A003.

C.4.2.4 Monthly Progress Reports IAW CDRL A004.

C.4.2.5 List of government review comments and associated contractor corrective actions IAW CDRL A005.

C.4.2.6 All source data files and contractor-developed source code executed for the Stryker deliverables under this contract on CD or DVD 400 calendar days after contract award IAW CDRL A006. Source data files include text, graphics, video and audio files. Source code refers to any statements developed and written in computer programming language paid for by this contract.

C.4.2.7 Post production support digital schematics tool updates provided IAW CDRL A007.

C.4.2.8 Post production support copy of all questions and final responses for telephonic and email questions IAW CDRL A008.

C.4.2.9 Outlines, lesson plans, and instruction manuals for How To Use The Digital Schematics Tool IAW CDRL A009.

C.4.3 Warranty: The Stryker digital schematics application shall be warranted for one calendar year after the acceptance date of the digital schematics tool. The acceptance date is the date on which all government documented errors per paragraph C.11 have been corrected, and the corrected deliverable has been received by the government and accepted per signed DD250. The contractor shall correct at no cost to the government all technical content errors, software application code errors and functionality errors found within the warranty period. Corrections to technical content due to changes in vehicle design occurring after this contract is awarded, or due to errors in GFI, are not covered by this warranty. Warranted corrections shall be validated by the contractor to ensure the accuracy and adequacy of the correction. The contractor shall deliver the corrected application to the government within 30 calendar days of the contractor being notified of the error, unless approved otherwise by the government. The government shall review and approve any and all warranted corrections.

C.5 Reserved

C.6 Post Production Support : The contractor shall provide post production support for the Stryker digital schematic tool provided under this contract. Post production support shall begin immediately upon final delivery and acceptance by the government of the Digital Schematics Tool. The acceptance date is the date on which all government documented errors per paragraph C.11 have been corrected, and the corrected deliverable has been received by the government and accepted per signed DD250. Post production support shall be for one year with two option periods, each for an additional sequential one-year period. Post production support shall include corrections to content errors (after warranty period), updates to technical content (due to design changes occurring after contract award or errors in GFI), software bug fixes (after warranty period), software updates necessitated by operating system changes/updates, feature improvements approved by the government, and training to include how to use the digital schematic tool and how to modify the content of the digital schematic tool. Updates to the digital schematic tool due to post production support corrections shall be provided to the Government on CD or DVD every 6 months except for emergency bug fixes which shall be fixed within 15 days of identification unless otherwise approved by the Government IAW CDRL A007. Telephonic support shall be provided from 9:00am to 5:00pm contractor local time, Monday through Friday excluding Federal holidays. An internet help site with Frequently Asked Questions (FAQ) and postings of technical bulletins shall be available 24 hours a day, 7 days a week. FAQ shall be updated quarterly at a minimum IAW accumulated questions and answers. Technical questions submitted by e-mail shall be answered with at least an interim response within 24 hours and a final response within 5 working days. Copies of all questions and final responses, both telephonic and email, shall be provided to the government IAW CDRL A008. The telephone and e-mail technical support shall support a population of no more than 900 mechanics, instructors, and Stryker project management personnel.

C.7 Training for Stryker: The contractor shall provide training to up to 60 personnel on How To Use The Digital Schematics Tool. Each training class shall contain eight hours of instruction. Four classes shall be provided, and each class shall have up to 15 students. Two classes shall be provided at Fort Lewis, Washington. Two classes shall be provided at TACOM, Warren, MI or General Dynamics Land Systems, Sterling Heights, MI. Classes shall be conducted within 120 days after final delivery and acceptance by the government of the Digital Schematics Tool. 65 course outlines, lesson plans, and instruction manuals shall be provided in 8.5 x 11 hard copy and in MS Word and pdf format on Compact Disc (CD) IAW CDRL A009. All materials and equipment necessary to teach the classes shall be provided by the contractor. The government will obtain the classroom needed to teach the classes. Students shall be provided a questionnaire at the conclusion of the class that will be used to evaluate the class content and the instructors performance. Copies of the completed questionnaires shall be delivered to the Government. The government shall have the right to copy and re-use outlines, lesson plans, and

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instruction manuals to instruct additional students.

C.7.1 The Government shall have one option year for the same training as described in paragraph C.7. Also see H.2 for additional information about this option.

C.8 Reserved

C.9 In Process Reviews (IPRs): IPRs will occur every 30 calendar days by telephone or by face-to-face meeting as determined by the Government. Face-to-face IPRs will be conducted at the U.S. Army TACOM in Warren, Michigan. A minimum of three face-to-face IPRs will occur every year from date of award. The contractor shall take minutes of the IPRs in MS Word format and distribute them by email to all attendees within 5 calendar days after the IPR IAW CDRL A003.

C.10 Progress Reports: The Contractor shall submit progress reports to the Government every month beginning 30 calendar days after contract award IAW CDRL A004. The progress reports shall be in MS Word format and submitted by email to the government. Monthly Progress Report shall indicate percentage of work accomplished and percentage of allocated man-hours expended; and shall include a work schedule with start and completion dates, key interim dates, and any variances from the originally planned dates. The progress report shall also document any issues or problems the contractor may have encountered and the resolutions/planned resolutions.

C.11 Quality Assurance Reports: The contractor shall validate all deliverables for accuracy and compliance with contract requirements before delivery to the government. The government shall review the deliverables against the source data and contract requirements and document errors. The government will provide the documented errors to the contractor within 120 calendar days of receiving the deliverable from the contractor. The contractor shall have 60 calendar days to make corrections to all government documented errors and submit the corrected deliverable to the government, unless approved otherwise by the government. Corrected deliverable shall include a list of government comments and explanation of contractor corrections taken for each comment provided on an Excel spreadsheet, or other format as approved by the government IAW CDRL A005.

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SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	252.211-7003	ITEM IDENTIFICATION AND VALUATION (Alternate I version dated April 2005)	JUN/2005

NOTE: Paragraph (a) comes after paragraphs (b) through (d) below. It was placed there because it's content is inconsequential as none of the definitions contained therein are used in this Alternate I version of this DFARS clause.

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- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) For each item delivered under a contract line, subline, or exhibit line item under paragraph (b) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report the Governments unit acquisition cost.
- (d) The Contractor shall submit the information required by paragraph (c) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

- (a) Definitions. As used in this clause--
  - "Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.
  - "Concatenated unique item identifier" means--
    - (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
    - (2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.
  - "Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.
  - "DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.
  - "DoD unique item identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.
  - "Enterprise" means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.
  - "Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.
  - "Governments unit acquisition cost" means--
    - (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
    - (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and
    - (3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

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"Issuing agency" means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) /EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code.

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

"Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/UID/uid\\_types.html](http://www.acq.osd.mil/dpap/UID/uid_types.html).

[End of Clause]

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-3	INSPECTION OF SUPPLIES - COST REIMBURSEMENT	MAY/2001
E-2	52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	AUG/1996

E.1 Quality Assurance Requirements: The contractor shall validate all deliverables for accuracy and compliance with contract requirements before delivery to the government. The government shall review the deliverables against the source data and contract requirements and document errors. The government will provide the documented errors to the contractor within 120 calendar days of receiving the deliverable from the contractor. The contractor will have 60 calendar days to make corrections to all government documented errors and submit the corrected deliverable to the government, unless approved otherwise by the government. Corrected deliverable shall include a list of government comments and explanation of contractor corrections taken for each comment provided on an Excel spreadsheet, or other format as approved by the government.

\*\*\* END OF NARRATIVE E 0001 \*\*\*



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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-15	STOP WORK ORDER--(ALTERNATE I dated APR 1984)	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-34	F.O.B. DESTINATION	NOV/1991

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SECTION G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004
G-2	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991

(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G-3	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
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When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

[End of Clause]

G-4	52.204-4011 (TACOM)	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS)	OCT/2005
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In accordance with DFARS PGI 204.7108, the contract shall be paid in accordance with DFARS PGI 204.7108(d)(5), line item specific by cancellation date.

[End of Clause]

G-5	52.227-4004 (TACOM)	RELEASE OF INFORMATION	OCT/2003
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The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Sep 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at [http://www.usapa.army.mil/pdffiles/r360\\_1.pdf](http://www.usapa.army.mil/pdffiles/r360_1.pdf) .

[End of clause]  
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G-6	52.232-4005 (TACOM)	INVOICE INFORMATION REQUIREMENT	JAN/1988
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On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-2	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
H-3	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-4	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	JUN/2005
H-5	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2005
H-6	252.225-7013	DUTY-FREE ENTRY	JUN/2005
H-7	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
H-8	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-9	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-10	252.246-7001	WARRANTY OF DATA	DEC/1991
H-11	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	SEP/2004

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: <http://contracting.tacom.army.mil/awd.htm>  
Rock Island: <https://aais.ria.army.mil/AAIS/AWDINFO/index.htm>  
Picatinny: <http://procnet.pica.army.mil/dbi/DynCBD/award.cfm>  
Red River Army Depot: <http://www.redriver.army.mil/contractingframes/RecentAwards.DPD.cfm>  
Anniston Army Depot: <http://www.anadprocnet.army.mil/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil) or by calling (586) 574-7059.

[End of Clause]

H-12	52.216-4008 (TACOM)	STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS	JUN/1989
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(a) The Contractor shall review the funding as it relates to work performed on the cost-reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted

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requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO), and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON), unless requested otherwise by the PCO.

(b) This report may be requested in writing by the PCO on additional occasions during the course of performance of work on cost-reimbursable CLINs contained in this contract. On such occasions, the written report shall be provided to the PCO within 14 days of Contractor receipt of the written request.  
(End of clause)

H-13	52.246-4026	LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS	SEP/2006
	(TACOM)		

(a) The Contractor may use either the Material Inspection and Receiving Report (DD 250) or Wide Area Workflow (WAWF) to process receiving reports for inspection, acceptance, and payment. Use only one method per contract; not both.

(b) If you are using the Material Inspection and Receiving Report (DD 250), use one of the following methods to send each DD 250 pertaining to this contract to us:

- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil
- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:  
  
(586) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract. These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F. The DD250 form may be found, in three different formats, on the World Wide Web at <http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfo2126.html>

(c) If you are using Wide Area Workflow (WAWF) instead of DD 250s, we may require copies of the WAWF Receiving Report, Bills of Lading, or other documentation to resolve delinquencies, payment issues, or other administrative issues. If this documentation is requested, use the same email address or fax number shown in paragraph (b) above to submit the information. No copies of the WAWF Receiving Report are required unless specifically requested by the PCO, buyer, or other appropriate government official.

[End of Clause]

H.1 Post Production Support Option.

H.1.1 The Government shall have the unilateral right to exercise Year number Two (first option) specified in Section C, Paragraph C.6 entitled "Post Production Support" no later than 30 days prior to the end of the first post production support year by giving written notice to the contractor.

H.1.2 The Government shall have the unilateral right to exercise Year number Three (second option) specified in Section C, Paragraph C.6 entitled "Post Production Support" no later than 30 days prior to the end of the first option period by giving written notice to the contractor.

H.2 Training Option. Training Option. The Government shall have the unilateral right to exercise the Option specified in Section C, Paragraph C.7.1 entitled "Training Option" within 240 days after final delivery and acceptance by the government of the Digital Schematics Tool by giving written notice to the contractor.

H.3 Reserved.

H.4 Reserved.

H.5 Physical Security.

H.5.1 Compliance with Homeland Security Presidential Directive (HSPD) 12. The contractor will comply with HSPD 12 which requires the contractor to have government issued identification cards which support Public Key Infrastructure (PKI) certificates. These certificates are used to digitally sign and encrypt e-mail traffic. The government uses a computer based application system called

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Contractor Verification System (CVS) to process the applications for these identification cards. The contractor will provide a single point of contact who will coordinate all applications for their personnel working on the SDST that need to send or receive e-mail from the Government.

H.5.2 The security classification guides (SCG) applicable to this contract are:

H.5.2.1 SCG for Stryker Family of Vehicles, dated 14 April 2003, PEO GCS.

H.5.2.2 The contractor will comply with all of the security requirements in DOD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM).

H.5.3 CLASSIFIED INFORMATION HANDLING

H.5.3.1 Employees of the contractor may not act as couriers for classified material. All classified material will be transmitted IAW the NISPOM ((Registered US Mail, cleared commercial carrier (Monday thru Thursday), Same Day Delivery, SIPRNET, or secure fax.)).

H.5.3.2 All classified material (CONFIDENTIAL and SECRET) supplied to the contractor under this contract will be returned to TARDEC for destruction not later than one year after the contract ends. Contractors wishing to maintain the material for a longer period must receive permission from the PM SBCT security office

H.5.3.3 The contractor is required to establish means to control classified information. This will include maintaining receipts (DA 3964) of all classified material shipped or received that is associated with this contract.

H.5.3.4 GSA approved security containers are required to store classified material. Contractor will ensure all personnel who perform maintenance on any security container storing classified information are cleared to the SECRET level. The contractor must obtain authorization to store classified material from the Defense Security Service (DSS) Cognizant Security Office.

H.5.3.5 In the event of a possible compromise of classified information under the control of the contractor will immediately notify:

Defense Security Service  
Industrial Security Field Office  
17177 N. Laurel Park Drive, Suite 417  
Livonia, MI 4815281

TACOM G2, 586-574-6262, MAIL: TACOM G2, ATTN: AMSTA-CS-SC, 6501 East 11 Mile Road, Warren, MI 48397).

H.5.3.6 All classified documents generated by the contractor in connection with this contract will be marked with the following declassification instructions based on the SCG used:

DERIVED FROM: SCG for Stryker Family of vehicles  
DECLASSIFY ON: 25 years from date of document being created.  
DERIVED FROM: SCG for Stryker Family of Vehicles  
DECLASSIFY ON: Source marked X3  
DATE OF SOURCE: 10 April 2002

H.5.4 INFORMATION AND COMPUTER SECURITY

H.5.4.1 The contractor will not transmit any FOUO information electronically over the Internet unless it is encrypted by FIPS 140-2 standard. Alternative dissemination methods include: secure fax; US mail; and hand carrying FOUO material. FOUO information maybe disseminated by vendors internal computer network if it is protected with a firewall and individual access is controlled by using IDs and passwords.

H.5.4.2 All classified material received under this contract will be handled and stored IAW with NISPOM.

H.5.5 OPSEC/FOR OFFICIAL USE ONLY (FOUO)

H.5.5.1 If the contractor generates unclassified OPSEC sensitive information, this information will be protected at the same level as FOUO information. The contractor will not transmit any OPSEC sensitive information electronically over the Internet unless it is encrypted IAW FIPS 140-2 standard. Alternative dissemination methods include secure fax, US mail, and hand carrying OPSEC sensitive material. OPSEC sensitive information maybe disseminated within the contractors internal computer network if it is protected with a firewall and individual access is controlled by using IDs and passwords. (Under no circumstances can classified information be transmitted over an unclassified network.)

H.5.5.2 The FOR OFFICIAL USE ONLY marking is assigned to information at the time of its creation in a DOD User Agency. It is not authorized as a substitute for a security classification marking but it is used on official government information that may be withheld

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from the public under exemptions 2 through 9 of the Freedom of Information Act.

H.5.5.3 Control, marking, and protection of FOUO information will be in accordance with this document and Army Regulation 380-5, Chapter 5, para 5-1 through 5-6.

H.5.5.4 The contractor may disseminate FOR OFFICIAL USE ONLY (FOUO) information to their employees who have a need to know for the information in connection with the purchase order.

H.5.5.5 All FOUO material will be destroyed by tearing or shredding to make unreadable. Electronic media will be purged with approved software or destroyed through a physical process. All FOUO information related to this contract stored on a contractors computer system will be purge from the computer system not later than one year after the end of this contract. Contractors wishing to retain the information for a longer period of time must receive permission from PM SBCT.

H.5.5.6 Examples of information that would be considered OPSEC sensitive:

- a) Equipment capabilities, limitations, and vulnerabilities.
- b) Detailed mission statements.
- c) Operation schedules.
- d) Readiness and vulnerability assessments.
- e) Test locations and dates.
- f) Inventory charts and reports.
- g) Detailed budget data.
- h) Photographs of components.
- i) Detailed organizational charts (with phones and e-mail listings).
- j) Technical and scientific data.
- k) Unclassified technical data with military applications.
- l) Critical maintenance information.
- m) Information extracted from a DOD Intranet web site.
- n) Lessons learned that could reveal sensitive military operations, exercises, or vulnerabilities.
- o) Logistics support (munitions, weapons, movement).
- p) Specific real time support to current or on-going military operations.
- q) Delivery schedules
- r) Manufacturing methods.

H.5.5.7 All unclassified technical documents containing critical technology generated in connection with this contract will be marked as follows:

Distribution Statement C:~ Distribution authorized to US government agencies and contractors (Critical Technology) (Date of Determination). Other requests for this document should be referred to PM SBCT, ATTN: Security Office, 6501 East 11 Mile Road, MS 325, Warren, MI 48397. This~document~is not releasable to the public or media.~ Destroy by shredding or tearing to make unreadable, when no longer needed.~ This~document should not be sent over the INTERNET unencrypted, or posted to any public web sites.~

Technical information is defined as: Information, including scientific information, that relates to research, development, engineering, test, evaluation, production, operation, use and maintenance of munitions and other military supplies and equipment.

H.5.5.8 All information pertaining to this contract which is being considered for public release will undergo an OPSEC review using the TACOM OPSEC review process (STA Form 7114, copy attached) prior to release.

H.5.5.9 All information related to this contract stored on a contractors computer system will be purge from the computer system not later than one year after the end of this contract. Contractors wishing to retain the information for a longer period of time must receive permission from PM SBCT.

H.5.5.10 Export Controlled Technical Data: All technical documents that are determined to contain export-controlled technical data shall be marked WARNING This document contains technical data who export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq) or the Export Administration Act of 1979, as amended (Title 50, U.S.C., App 2401 et seq). Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25.

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-9	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-10	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-11	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2006
I-12	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
I-13	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-14	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-15	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-16	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-17	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-18	52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	OCT/1997
I-19	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-20	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-21	52.216-8	FIXED FEE	MAR/1997
I-22	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
I-23	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-24	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-25	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-26	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2006
I-27	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-28	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-29	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-30	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-31	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-32	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
I-33	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-34	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-35	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB/2006
I-36	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-37	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-38	52.227-11	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM)	JUN/1997
I-39	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-40	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-41	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-42	52.232-17	INTEREST	JUN/1996
I-43	52.232-20	LIMITATION OF COST	APR/1984
I-44	52.232-25	PROMPT PAYMENT	OCT/2003
I-45	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-46	52.232-23 (ALT 1)	ASSIGNMENT OF CLAIMS (Alternate I version dated April 1984)	JAN/1986
I-47	52.233-1	DISPUTES	JUL/2002
I-48	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-49	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-50	52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG/1996

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I-51	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-52	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-53	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-54	52.242-13	BANKRUPTCY	JUL/1995
I-55	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-56	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE II dated April 1984)	AUG/1987
I-57	52.243-6	CHANGE ORDER ACCOUNTING	APR/1984
I-58	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-59	52.244-2	SUBCONTRACTS	AUG/1998
I-60	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-61	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	MAY/2004
I-62	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-63	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
I-64	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-65	52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY/2004
I-66	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-67	52.249-14	EXCUSABLE DELAYS	APR/1984
I-68	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-69	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	DEC/2004
I-70	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-71	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-72	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-73	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	NOV/2005
I-74	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-75	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-76	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004
I-77	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
I-78	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-79	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
I-80	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-81	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-82	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-83	252.227-7020	RIGHTS IN SPECIAL WORKS	JUN/1995
I-84	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995
I-85	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-86	252.227-7034	PATENTS--SUBCONTRACTS	APR/1984
I-87	252.232-7010	LEVIES ON CONTRACT PAYMENTS	SEP/2005
I-88	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-89	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-90	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	NOV/2005
I-91	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-92	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-93	52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed 0% or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.



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(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
  - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
  - (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
  - (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.
- (End of clause)

I-94                      52.223-7                      NOTICE OF RADIOACTIVE MATERIALS                      JAN/1997

(a) The Contractor shall notify the Contracting Officer or designee, in writing 60 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall--

- (1) Be submitted in writing;
- (2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
- (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

[End of Clause]

I-95                      52.204-7                      CENTRAL CONTRACTOR REGISTRATION                      JUL/2006

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

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"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record ``Active''. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS+4 followed by the DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/> ; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Governments reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not

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alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(1)

(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention to:

- (A) Change the name in the CCR database;
- (B) Comply with the requirements of Subpart 42.12 of the FAR;
- (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.  
The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractors CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.

(g) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

[End of Clause]

I-96                      52.222-39                      NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR                      DEC/2004  
FEES

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

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National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov> .

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

[End of Clause]

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(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_ \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-98	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	FEB/2006
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(a) Definitions. As used in this clause--

(1) "Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-99	52.204-4009 (TACOM)	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	MAR/2005
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(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic

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submissions shall be in the formats and media described in the website:  
<http://contracting.tacom.army.mil/ebidnotice.htm>

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

I-100	52.239-4000 (TACOM)	PROCESSING SENSITIVE AND HIGHLY SENSITIVE DATA	JUN/1988
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(a) Definitions.

(1) FOR OFFICIAL USE ONLY (FOUO): Applies only to unclassified information, records, and other material which have been determined to require protection from disclosure to the general public, and which for a significant reason should not be given general circulation.

(2) Automatic Data Processing (ADP) assigned sensitivity levels apply to the facility or individual computer equipment and are based on the sensitivity of the information processed. The sensitivity levels are as follows.

(i) HIGHLY SENSITIVE: Applicable to any facility or computer that processes Privacy Act and For Official Use Only (FOUO) information.

(ii) SENSITIVE: Applicable to any facility or computer that processes data relating to asset or resource, proprietary or contractual information.

(3) FACILITY SECURITY PROFILE: Describes the physical facility, equipment components, their locations and relationships, general operating information, and other characteristics relevant to the security of the facility and its operations.

(4) RISK MANAGEMENT ASSESSMENT: A written assessment by Contractor personnel in effect to achieve safeguards against deliberate unauthorized manipulation, use or disclosure of information.

(5) ACCREDITATION: A Government process which uses the risk management assessment to determine that highly sensitive and sensitive information can be processed within the bounds of acceptable risk. An Accreditation Package is assembled by the Contractor and contains the Facility Security Profile, appointment letters for the Automatic Data Processing System Security Officer (ADPSSO) and the Terminal Area Security Officer (TASO), the Risk Management Program Automation Risk Analysis Survey, the Continuity of Operations Plan, the Standard Practice Procedure (SPP), and the Memorandum of Understanding (MOU) for use with privately owned computers (if required).

(6) AUTOMATIC DATA PROCESSING SYSTEM SECURITY OFFICER (ADPSSO): Contractor appointed representative for each ADP system, project, activity, or site whose duties are outlined in Army Regulation 380-380 and Army Materiel Command Supplement 1 to Army Regulation 380-380.

(7) TERMINAL AREA SECURITY OFFICER (TASO): Contractor appointed representative for each remote terminal whose duties are outlined in Army Regulation 380-380 and Army Materiel Command Supplement 1 to Army Regulation 380-380.

(b) Sensitivity Levels.

(1) For this contract, the sensitivity levels are as follows.

The Facility - Highly Sensitive  
  
Sensitive

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(2) The requirements of this clause also apply to additional facilities or computers that begin to process highly sensitive or sensitive information during the term of this contract.

(c) The Contractor shall establish and maintain a Standard Practice Procedure (SPP) to describe the procedures put in place to ensure security for the equipment which contains highly sensitive or sensitive data. The purpose of the SPP is to secure the data processing system and resources according to assigned sensitivity level of the facility and the data processed according to the following requirements.

(1) Access Controls. Physical security must be provided through an in-depth application of barriers to include surveillance (human or electronic), limited access, and accountability. Only authorized persons shall be permitted entry into the computer area and supporting offices. The Contractor's SPP shall include a description of all measures the Contractor will take during the term of this contract to control access to data-processing areas by all personnel, to include custodial personnel, and all visitors to the facility.

(2) Facility Security. The Contractor ADPSSO will review the Facility Security Profile and notify the TACOM System Security Manager (ATTN: AMSTA-SC) of any discrepancies. Because of the information contained in the Profile, the Contractor will handle it as 'For Official Use Only' (FOUO). If after discussions between the ADPSSO and the TACOM System Security Manager a determination is made to change the Profile, the TACOM System Security Manager has the authority to permit the ADPSSO to make the change. The Facility Security Profile will become part of the Accreditation Package.

(3) Security of Remote Terminals. The Contractor's SPP shall include a description of the safeguards and procedures to be applied to (i) all remote terminals located in the ADP facility, and (ii) all hardcopy outputs produced by highly sensitive or sensitive systems that are covered by the terms of this contract. With respect to remote terminals, the Contractor's SPP shall also address the methodology by which such terminals will be rendered unable to access any highly sensitive or sensitive systems during nonduty hours.

(4) Personnel Security.  
  
(i) The prospective employee will fill out a DD Form 398-2, 'Personal Security Questionnaire--National Agency Check.' After the form is completed, it will be handled as 'For Official Use Only'(FOUO). The Contractor ADPSSO will check the form for correctness and then annotate the DD Form 398-2 with the following authority: 'Memorandum, Office of the Under Secretary of Defense (Policy), Director of Security Plans and Programs, 16 Aug 82, subject: Personnel Security Investigations for Contractors.' The form will be forwarded to the TACOM System Security Manager (ATTN: AMSTA-SC) through the Government Security personnel assigned security administration on this contract.

(ii) The TACOM System Security Manager will forward the DD Form 398-2 to Defense Investigative Services (DIS) for screening. DIS will recommend selection or non-selection of the potential employee. If DIS recommends non-selection, the potential employee cannot be assigned to ADP sensitive positions which are defined by the TACOM System Security Manager. When the screening is complete, a copy will be returned to the TACOM System Security Manager and a copy forwarded to the Contractor ADP System Security Officer for retention in the employee's file.

(iii) Incumbent employees referred to in the remainder of this section is/are the Contractor's employees.  
  
(iv) Incumbent employees must have a DD Form 398-2 on file in their personnel file. If there is not one on file, the screening process listed above must be initiated and completed within 60 days of the date of this contract.

(v) After weighing all of the pertinent factors to include those factors listed in Army Regulation 604-5, Appendix I, the Contractor is the person who is responsible to make the determination to remove an incumbent employee from ADP sensitive duties effective immediately. The Contractor ADPSSO will then counsel the individual as to the reasons for disqualification. A written notification will be initiated by the ADPSSO and provided to the disqualified incumbent within 10 days of removal. The notification will provide information concerning reasons for disqualification, appeal procedures, and a form statement for signature of the disqualified incumbent indicating only that the reasons for the disqualification are fully understood. The incumbent may appeal the disqualification within 20 workdays of the written notification. Appeals will be in writing to the ADPSSO and will specifically deny or explain the accusations. The TACOM System Security Manager will receive copies of the disqualification information and appeal from the ADPSSO. Within 20 working days of the receipt of the appeal, the ADPSSO will issue written response to the disqualified incumbent either accepting the appeal and reinstating the individual or sustaining the disqualification. If disqualification is sustained, a written statement will be prepared by the ADPSSO and submitted to the TACOM System Security Manager with a copy included in the employee file.

(vi) Contractor supervisors of employees assigned to highly sensitive or sensitive positions will maintain day-to-day observation of individuals. Annually, Contractor supervision will verify, in writing, that employees working for them are qualified for retention. This verification will be accomplished by review of the employee's personnel file. The verification will be included in the employee file and a copy sent to the TACOM System Security Manager.

(5) System Passwords. All systems will have a method of identifying authorized users, accomplished through the use of user identification or passwords. Passwords will be randomly generated and assigned by the ADPSSO. Passwords shall be changed annually. As

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well, passwords will be retired within one work day when an employee having a password retires, transfers, resigns, or is discharged. The Contractor will treat all employee passwords, including logs, registers, and data concerning them, as FOUO. The Contractor will also ensure that passwords, when entered into computer systems by employees, are suppressed from appearing on terminal display screens and hardcopy output.

(6) Audit and Evaluation. The Contractor shall develop and implement accounting and auditing systems in order to monitor and review the operation of all systems covered by this contract. Such accounting and auditing systems shall be designated to detect actual and potential abuses. These systems shall contain automated and, at the Contractor's option, supplementary manual features as needed in order to provide the coverage outlined below.

(i) **SYSTEM ACCOUNTING:** Procedures used to monitor the system security based on type of operation and degree of sensitive material handled. Examples are:

- (A) Job Accounting (ensures that programs perform only authorized functions).
- (B) Resource Accounting (provides for the use of resources).
- (C) Customer Accounting (identifies and records data requests from Government and Contractor employees).

(ii) **AUDIT TRAIL:** Describes manual and automated rosters and logs. Examples are:

- (A) System User Roster (lists personnel authorized access to the system).
- (B) Visitor Log (lists escorted visitors).
- (C) Support Access Log (lists personnel who need to enter the computer area but do not need to be escorted, i.e. maintenance personnel appropriately cleared through the ADPSSO to perform necessary functions).

(iii) **INTERNAL AUDITS:** Initiates checks to computer access and interaction of the system. Examples are:

- (A) System Access Log (identifies entry to the system with name, data and time).
- (B) File Usage Log (lists opening and closing files).
- (C) Transmission Log (identifies terminal receiving requests and files).
- (D) Storage Log (records memory assigned).
- (E) Suspected Violation Log (records type of violations with date, time and terminal number).

(7) Contingency Planning.

(i) The Contractor will develop a Continuity of Operations Plan to ensure the availability of copies of files, documentation, and materials essential for recovery of operations under emergency or extraordinary conditions. Copies of files (software) will be designated as backup files. Backup files will be generated daily by Contractor personnel and placed in secure storage provided by the Contractor accessible by a minimum of two authorized Contractor personnel. Authorized Contractor personnel will maintain the backup files for 30 days at which time data which is no longer necessary will be eliminated. The following are examples of subplans which must be reflected in the Contractor's Continuity of Operations Plan.

- (A) Plans which will lessen the adverse effects of the emergency or extraordinary condition such as
  - (i) a major fire in the computer room, (ii) a complete power failure in the middle of daily processing, (iii) a wholesale equipment failure, (iv) a major breach of security, or (v) entry into a state of mobilization by the U.S. Government.
- (B) Actions to be taken immediately after the emergency or extraordinary condition.
- (C) Plans necessary to recover and return to normal operations.

(ii) The Continuity of Operations Plan will become part of the Accreditation Package.

(8) Risk Management Assessment. Risk management assessment will be conducted on all automated systems regardless of sensitivity designation. The Risk Management Program Automation Risk Analysis Survey will be filled in by the ADPSSO and submitted to the TACOM System Security Manager (ATTN: AMSTA-SC). The completed survey must be submitted to the TACOM System Security Manager by the ADPSSO (i) 30 days after the start of the contract, (ii) when new hardware, a new operating system, or a change in physical structure of



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the facility is activated, (iii) when no record of prior risk analysis exists, or (iv) every three years, whichever applies. The information in the survey will be designated FOUO. The Risk Management Assessment will become part of the Accreditation Package.

(9) Accreditation Process. The accreditation process will be accomplished by the TACOM System Security Manager (ATTN: AMSTA-SC). The process will review the operations and verify that information can be processed as required by the level of sensitivity and analyze the effect compromise would have on the information contained in the system. The documents used to do the accreditation are (i) the Facility Security Profile, (ii) the appointment letter for the ADPSSO, (iii) the appointment letter for the TASO (if appropriate), (iv) the Risk Management Program Automation Risk Analysis Survey, (v) the Continuity of Operations Plan, (vi) the Standard Practice Procedure (SPP), and the Memorandum of Understanding (MOU) concerning the use of personal computers, if necessary. The accreditation process will take place as (i) initial accreditation when the contract is awarded, (ii) reaccreditation for replacement of a major system, increase in sensitivity, breach of security, or significant physical change, or (iii) accreditation review every two years to include a physical inspection, reevaluation of current sensitivity level, and effectiveness of the current accreditation plan. An accreditation statement will be issued through the TACOM System Security Manager within 30 days of the completion of the appropriate accreditation process.

(10) Security Incidents.

(i) Suspected or actual security violations will be initially reported to the Contractor's ADPSSO who in turn will report it, in writing, to the TACOM System Security Manager (ATTN: AMSTA-SC) within five work days. Examples of violations to be reported are:

- (A) Unexplainable output received at a terminal.
- (B) Abnormal system response.
- (C) Inconsistent or incomplete security marking.
- (D) Unattended terminal device signed on.
- (E) Unsuccessful attempts to log on from remote terminals.
- (F) Extraneous data on computer print outs.

(ii) In cases of suspected or confirmed security violations, information included in the initial report will be (i) location, (ii) system concerned, and (iii) description of the violation. Within two months, the Contractor ADPSSO will submit, in writing, a final report on the violation to the TACOM System Security Manager. The final report will include a determination whether the breach was actual or illusory and a summary of corrective action taken to preclude recurrence.

(11) Automation Security Training.

(i) The ADPSSO will conduct ADP security training for all personnel initially, upon assignment to the Data Processing Activity. The briefing will stress individual's security responsibilities and will be tailored to the assigned duties and oriented toward the local security environment. Automation personnel will also participate in an annual security education program conducted by the ADPSSO which pertains to their responsibilities.

(ii) Upon termination or separation of 60 days or more, the Contractor personnel will be (i) debriefed, (ii) return all materials related to their position, and (iii) sign a Security Termination Statement. This statement will include such information indicating the terminated/separated employee will:

- (A) Read and understand the Espionage Act, other criminal statutes, and Army and local regulations concerning disclosure of highly sensitive or sensitive material upon termination or separation.
- (B) No longer possess ADP programs written for Army operations or Contractor provided information for ADP programs.
- (C) Will not communicate or transmit proprietary information to any unauthorized person or agency.
- (D) Will report to the TACOM System Security Manager (ATTN: AMSTA-SC) any unauthorized attempt to solicit classified or proprietary information concerning the position held when employed by the Contractor.

(iii) The Security Termination statement will be retained in the terminated/separated employee's file.

(12) Appointment of Automation Security Officers. An ADPSSO will be appointed by a letter written by the Contractor at each computer site. A TASO will be appointed by a letter written by the Contractor at each remote terminal site. These individuals will

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ensure that guidance contained here is implemented. The letters will become part of the Accreditation Package.

(13) Privately Owned Computers. Use of privately owned computers is prohibited without the written consent of the TACOM System Security Manager (ATTN: AMSTA-SC). A Memorandum of Understanding (MOU) will be attached to the accreditation statement. The MOU will be between the TACOM System Security Manager and the owner of the personal computer. Only unclassified information can be processed under the contract on the personal computer, and information becomes the property of the U.S. Government. When an MOU is written, it will become part of the Accreditation Package.

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CDRLS A001 TO A010	20-DEC-2006	010	ELECTRONIC IMAGE
Attachment 001	INTERNAL LIGHTING SCHEMATIC	16-FEB-2006	001	ELECTRONIC IMAGE
Attachment 002	PAST PERFORMANCE FLOW CHART	20-DEC-2006	001	ELECTRONIC IMAGE

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	SEP/2004
K-2	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-3	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN/2006

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is \_541511\_\_.

(2) The small business size standard is Small Business.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☒ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

<u>FAR Clause</u>	<u>Title</u>	<u>Date</u>	<u>Change</u>
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

[End of Provision]

K-4	52.225-18	PLACE OF MANUFACTURE	SEP/2006
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(a) Definitions. As used in this clause

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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**Name of Offeror or Contractor:**

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly

- (1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) ☐ Outside the United States.

(End of provision)

K-5      252.209-7002      DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT      JUN/2005

(a) Definitions

As used in this provision--

(1) Effectively owned or controlled means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) Entity controlled by a foreign government--

(i) Means--

- (A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or
- (B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) Foreign government includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) Proscribed information means--

- (i) Top Secret information;
- (ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);
- (iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;
- (iv) Special Access Program (SAP) information; or
- (v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or designee has waived application of 10 U.S.C. 2536(a).

(c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format: Offeror's Point of Contact for Questions about Disclosure (Name and Phone Number with Country Code, City Code and Area Code, as applicable).

Name and Address of Offeror	Description of Interest, Ownership Percentage,
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Name of Offeror or Contractor:

and Identification of Foreign Government

Name and Address of Entity Controlled by a Foreign Government

[End of Provision]

K-6                    252.225-7000                    BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE                    JUN/2005

(a) Definitions. "Domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
_____	_____
_____	_____

(3) The following end products are other foreign end products:

Line Item Number	Country of Origin (If known)
_____	_____
_____	_____

[End of Provision]

K-7                    252.247-7022                    REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA                    AUG/1992

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

[ ] Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

[ ] Does not anticipate that supplies will be transported by sea in the performance of any contract or

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**Name of Offeror or Contractor:**

subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

[End of Provision]

K-8            52.204-4007            OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE            MAR/2001  
(TACOM)

(a) If you have a data fax number, please provide it below.

\_\_\_\_\_

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

\_\_\_\_\_

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website:  
<http://www.ccr2000.com/>

\_\_\_\_\_

[End of Provision]

K-9            52.215-4005            MINIMUM ACCEPTANCE PERIOD            OCT/1985  
(TACOM)

(a) Notwithstanding block 12 of Standard Form 33 (the front page of this solicitation) this provision shall govern. ACCEPTANCE PERIOD, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of offers.

(b) The Government requires a minimum acceptance period of sixty (60) calendar days.

(c) In the space provided immediately below, offers may specify a longer acceptance period than the Government's minimum requirement.

The offeror allows the following acceptance period: \_\_\_\_\_ calendar days.

(d) An offer allowing less than the Government's minimum acceptance period may be rejected.

[End of Provision]

K-10            52.215-4010            AUTHORIZED NEGOTIATORS            JAN/1998  
(TACOM)

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

<u>NAME</u>	<u>TITLE</u>	<u>TELEPHONE NUMBER</u>
_____	_____	_____
_____	_____	_____

**Name of Offeror or Contractor:**

[End of Provision]

K-11            52.223-4002            USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)  
(TACOM)

DEC/1993

(a) Definitions.

(1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as reproduced below:

- (i) chlorofluorocarbon-11 (CFC-11)
- (ii) chlorofluorocarbon-12 (CFC-12)
- (iii) chlorofluorocarbon-13 (CFC-13)
- (iv) chlorofluorocarbon-111 (CFC-111)
- (v) chlorofluorocarbon-112 (CFC-112)
- (vi) chlorofluorocarbon-113 (CFC-113)
- (vii) chlorofluorocarbon-114 (CFC-114)
- (viii) chlorofluorocarbon-115 (CFC-115)
- (ix) chlorofluorocarbon-211 (CFC-211)
- (x) chlorofluorocarbon-212 (CFC-212)
- (xi) chlorofluorocarbon-213 (CFC-213)
- (xii) chlorofluorocarbon-214 (CFC-214)
- (xiii) chlorofluorocarbon-215 (CFC-215)
- (xiv) chlorofluorocarbon-216 (CFC-216)
- (xv) chlorofluorocarbon-217 (CFC-217)
- (xvi) halon-1211
- (xvii) halon-1301
- (xviii) halon-2402
- (xix) carbon tetrachloride
- (xx) methyl chloroform
- (xxi) Methyl bromide
- (xxii) hydrobromofluorocarbons (HBFCs)
- (xxiii) All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.

(c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.

(1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.

(2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.

(d) Please summarize your own review of our specification/technical data package, by completing the following:

(1) During our review of the specification or technical data package in this solicitation, we--

[ ] have



Name of Offeror or Contractor:

[ ] have not

found any direct requirements to use any CIODS. (If have is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>

(2) Further, in our review of the specification or technical data package in this solicitation, we--

[ ] have  
[ ] have not

found any indirect requirements to use any CIODS. (Offerors who check have above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>

(e) Offerors who check have in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.

(f) If you checked have in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:

--One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.

--The second price/offer, labeled without CIODS, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.

(g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

[End of Provision]

K-12	52.225-4003	IDENTIFICATION OF SUPPLY CONTRACT/SUBCONTRACT(S) WITH A UNITED	MAR/1990
	(TACOM)	KINGDOM (UK) FIRM IN EXCESS OF \$1 MILLION	

(a) The offeror shall indicate, by check mark, if one or more of the statements at (i) or (ii) below applies to this supply solicitation/contract. (Statement (ii) below must be reviewed and, if applicable, checked by all offerors, whether they themselves are or are not located in the United Kingdom (U.K.)

(i) [ ] I AM a U.K. firm contracting in excess of \$1 million and the estimated total of levies contained in the offered price is: \$\_\_\_\_\_.

(ii) [ ] I expect to award one or more subcontract(s) totaling over \$1 million to a U.K. vendor.

(b) The offeror shall identify each U.K. subcontractor applicable to the statement at (ii) above in the space provided below.

Est. Value	Est. Total of Levies Incl.
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Name of Offeror or Contractor:

<u>Name</u>	<u>Address</u>	<u>Of Subcontract</u>	<u>In Price</u>
<div></div>	<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>	<div></div>

(c) The Government intends to secure a waiver of all levies contained within the proposed price of supply contracts and subcontract(s) with U.K. firms. In the event such levies are waived, the Government and Contractor will execute a modification to this contract to reflect the dollar reduction as a result of the waiver.

(d) It is understood and agreed that the offeror's failure to complete the above certification shall constitute a representation that the offeror (i) is not a U.K. contractor, and (ii) will not execute any subcontracts valued over \$1 million with U.K. subcontractors.

[End of Provision]

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**Name of Offeror or Contractor:**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Provision]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-2	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION	JAN/2004
L-3	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-4	52.216-1	TYPE OF CONTRACT	APR/1984

The Government contemplates award of a contract with Cost-Plus-Fixed-Fee and Firm-Fixed-Price contract line items (CLINs) resulting from this solicitation.

(End of provision)

L-5	52.211-1	AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29	AUG/1998
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(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service  
Specifications Section, Suite 8100  
470 East L'Enfant Plaza SW  
Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

[End of Provision]

L-6	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990
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Any contract awarded as a result of this solicitation will be a

( ) DX rated order;

(X) DO rated order

certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

L-7	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
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Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(end of provision).

L-8	52.233-2	SERVICE OF PROTEST	AUG/1996
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(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

USA TACOM-LCMC	or	HQ, Army Materiel Command
ATTN: AMSTA-AQ (Acquisition Center)		Office of Command Counsel
(Protest Coordinator)		ATTN: AMCCC-PL
Warren, MI 48397-5000		9301 Chapek Road, Rm 2-1SE3401
		Ft. Belvoir, VA 22060
		Facsimile number (703) 806-8866/806-8875

The AMC-Level protest procedures are found at: [www.amc.army.mil/amc/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html).

If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

Telegraphic transmission of protest will not be authorized, unless specifically approved by the PCO.

(b) The copy of any protest shall be received in the U.S. Army Tank-automotive and Armaments Command office designated above within one day of filing a protest with the GAO.

[End of Provision]

L-9	52.233-4001	HQ-AMC LEVEL PROTEST PROCEDURES	OCT/2006
	(TACOM)		

(a) Policy: A protest to an AMC forum is a protest to the agency, within the meaning of FAR 33.103. The HQ, AMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

(b) Agency Protest: An AMC Protest may be filed with either, but not both:

- (1) The contracting officer designated in the solicitation for resolution of protests, or,
- (2) HQ, AMC at the address designated below.

(c) Election of Forum: After an interested party protests an AMC procurement to HQ, AMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQ, AMC-Level protest procedures may not be used and any protest that has been filed will be dismissed.

(d) Protest Decision Authority: The AMC Command Counsel is designated as the HQ, AMC Protest Decision Authority. In the absence of the Command Counsel, the Deputy Command Counsel is designated as the HQ, AMC Protest Decision Authority.

(e) Time for Filing a Protest: HQ, AMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQ, AMC Office Hours are 8:00 am--4:30 pm Eastern Time. Time for filing any document expires at 4:30 pm, Eastern Time on the last day on which such filing may be made.

(f) Form of Protest: HQ, AMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

(g) Processing of HQ, AMC-Level Protests:

- (1) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command  
Office of Command Counsel  
9301 Chapek Road, Rm 2-1SE3401  
Ft. Belvoir, VA 22060

Fax #: (703) 806-8866 or (703) 806-8875

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If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:  
[http://www.amc.army.mil:8765/cs.html?url=http%3A//www.amc.army.mil/amc/command\\_counsel/protestlink.htm&qt=bid+protest&col=hqamc&n=1](http://www.amc.army.mil:8765/cs.html?url=http%3A//www.amc.army.mil/amc/command_counsel/protestlink.htm&qt=bid+protest&col=hqamc&n=1)

(2) Within 10 working days after the protest is filed, the Contracting Officer, with the assistance of legal counsel, shall file with the HQ, AMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

(3) The HQ, AMC Protest Decision Authority will issue a written decision within 20 working days after the filing of the protest.

(4) The written decision will be binding on the Army Materiel Command and its contracting activities.

(5) For good cause shown, the HQ, AMC Protest Decision Authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within 1 working day of the decision to grant the extension.

(h) Effect of Protest on Award and Performance:

(1) Protests before award: When a protest is filed with HQ, AMC prior to award, a contract may not be awarded unless authorized by the Assistant Deputy Chief of Staff (ADCS) for Acquisition, Contracting and Production Management, HQ, AMC, in accordance with FAR 33.103(f).

(2) Protests after award: When a protest is filed with HQ, AMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.806, the contracting officer shall suspend performance. The HQ, AMC ADCS for Acquisition, Contracting and Production Management may authorize contract performance, notwithstanding the protest, upon a written finding that:

-- contract performance will be in the best interests of the United States; or

-- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQ, AMC Protest Decision Authority.

(i) Remedies: The HQ, AMC Protest Decision Authority may grant any one or combination of the following remedies:

- (1) terminate the contract;
- (2) re-compete the requirement;
- (3) issue a new solicitation;
- (4) refrain from exercising options under the contract;
- (5) award a contract consistent with statute and regulation;
- (6) pay appropriate costs as stated in FAR 33.102(b)(2); and
- (7) such other remedies as HQ, AMC Protest Decision Authority determines necessary to correct a defect.

[End of Provision]

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract

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system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Provision]

Section L Proposal Submission Requirements

L.1 General Guidance

L.1.1 You must submit your offer via paperless electronic media. You must submit your electronic offer and any supplemental supporting information (spreadsheets, backup data, technical information, etc.), in accordance with (IAW) the TACOM Electronic Quotation / Proposal Submission Instructions at <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.

L.1.2 Offerors must be registered in the DoD CCR database in order to be eligible for award. Information on CCR registration is available at <http://www.ccr.gov> or by calling toll free (888) 227-2423 or commercial (269) 961-5757.

L.1.3 In accordance with FAR Part 4.12 offerors must complete electronic Representations and Certifications at <http://orca.bpn.gov> in conjunction with the required registration in the CCR database. The Representations and Certifications must be updated as necessary, but at least annually to ensure they are accurate and complete.

L.1.4 The Army will not accept liability for failure to safeguard against open disclosure if information contained in the proposal is in the public domain or cannot be protected under the law as a trade secret. In the event your proposal contains any proprietary data or information you must mark your proposal as follows:

(1) First, mark the title page of your proposal with the following information: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Governments right to use the information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert sheet identification here] ; and

(2) Mark each additional sheet of data you wish to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

L.1.5 IAW DFARS 227.7103-1(b)(4) and DFARS 227.7203-1(b)(4) offerors shall identify all noncommercial technical data and noncommercial computer software and noncommercial computer software documentation it plans to generate, develop, or deliver on which restrictions other than copyright restrictions will be asserted. Offerors shall follow the format in DFARS 252.227-7017.

L.1.6 Your proposal must be clearly and concisely written, indexed, and logically laid out. The proposal must contain three distinct sections; (i) a Technical Proposal, (ii) a Cost Volume, and (iii) a Past Performance Volume. Pages in each section of your proposal should be consecutively numbered. Each section shall be formatted in the following manner; (a) Title Page, (b) Table of Contents, (c) Tables of Figures and/or Attachments as necessary, (d) Narrative of Technical Proposal / Cost Volume / Past Performance Volume, (e) Attachments as necessary, and (f) Bibliography as necessary.

L.1.7 Your proposal will be presumed to present your best effort to respond and any apparent inconsistency between promised performance and cost or price must be explained. Moreover, any significant inconsistency, if left unexplained, would raise a fundamental question as to your understanding of the effort and to your ability to perform the effort.

L.1.8 Submission of Proposal Data prior to RFP Closing. Submit the entire Past Performance Area volume 30 days before the closing date of the RFP.

L.2 Technical Area.

L.2.1 Technical Proposal. Technical Proposals will have no page limit but it is recommended that you should not exceed the equivalent of 35 single-spaced typewritten pages for the main body. A good approach is to provide details in attachments and refer to the appropriate attachment and line number in the body of the narrative. Technical Proposals must not contain any classified data. The Technical Proposal should be clearly labeled as a Technical Proposal and contain the information described in L.2.1 and L.2.2.

L.2.1.1 Technical Approach. A full discussion of how the offeror will solve the problem stated in response to requirements listed in Section C. The specific technical approach selected will be described in detail, including trade-off judgments made (cost, technical, schedule) and the rationale supporting your selection. Discuss the disadvantages and risks associated with this solution, and how you plan to manage and control these concerns..

L.2.1.2 Milestone Chart. A Milestone Chart which includes a detailed critical path analysis with descriptions of tasks and subtasks, their durations, and the resources necessary, to include the skills/disciplines of each of the assigned personnel, the total manhours

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and manhour distribution of the personnel by each skill/discipline. Provide rationale for tasks, subtasks, and resources.

L.2.1.3 Experience. Include a description of the background and relevant work experience and education of key personnel. This will be cross referenced with the Milestone Chart to provide a clear understanding of what skill sets the offeror plans to use for each task and subtask in their Milestone Chart. The offeror shall identify its experience, background and knowledge with respect to electrical, hydraulic, and pneumatic schematics and diagrams; converting those schematics and diagrams into digital form; and software development. The offeror shall provided copies of the scopes of work of contracts it has executed for work similar to that required by the Stryker Digital Schematics Tool scope of work.

L.2.2 Sample of Solution for Stryker Digital Schematic Tool (SDST). The Government will provide a schematic from which offerors will construct a sample SDST as evidence of the maturity and capability of the offeror's proposed solution. This sample should be operational and as complete as possible IAW the requirements of section C, to include but is not limited to, the ability to load and operate on the Maintenance Support Device (MSD), print circuits, simulated circuit operations and component functions, circuit description, component theory, locator illustrations, fault insertion tool, pop-up or graphical meter, and help manual. Where it is not complete the offeror shall submit a narrative description of the missing features and how they will work. Technical information that normally would be supplied by the prime contractor will not be available for this sample solution. Therefore, when the needed information cannot be derived from the supplied sample schematic, bogus information (electrical readings, locator art, theory of operation, etc.) will be allowed.

L.2.2.1 Documentation for the Sample Solution. Offerors must submit operating instructions for their sample. These operating instructions shall cover how to load the SDST on a Maintenance Support Device (MSD) computer, basic troubleshooting, and how to access and use the functions at a minimum.

L.3 Past Performance Area:

L.3.1 Definitions:

- a. Recent contracts: Contracts with any performance taking place within approximately three (3) years prior to the date this solicitation was issued.
- b. Relevant contracts: The most relevant contracts are those reflecting digital schematic application development for a weapon system or commercial vehicle, as well as software development and software support activities similiar to the requirements of this RFP and your approach to satisfying the requirements.
- c. Critical subcontractors: Subcontractors whose total cost input to the offerors proposal exceeds 10% of the proposed Price/Cost (excluding raw materials and subcontracted components).

L.3.2 Provide the following information:

- a. Your CAGE Code and DUNNS Number.
- b. The CAGE Code and DUNNS number of each critical subcontractor.
- c. A detailed description of the work each critical subcontractor will perform.
- d. Written consent of your proposed critical subcontractors to allow the government to discuss the subcontractors past performance during any applicable negotiations.
- e. A list of your recent, relevant contracts and the recent, relevant contracts of your proposed critical subcontractors, including Federal, State, and local government and private industry contracts. If you have not had contracts for development of digital schematics for major weapon systems or commercial vehicles, but have had contracts for software design, analysis, and programming; CAD/CAM; software QA/test, maintenance, and documentation, we may consider that past performance in our evaluation of Past Performance. For each contract, provide the following:
  1. The information in the Past Performance Matrix in Section J of the RFP. Provide as much of the information requested as possible for each contract.
  2. Description of scope of work requirements and a discussion of similarities between the contract scope and the scope of this solicitation.
  3. Description of objectives achieved to date on the contract. Include an explanation of instances where technical or schedule requirements were not met, and any corrective actions taken to avoid such problems in the future.
  4. Identification of the specific corporate entities/divisions that performed each contract, and to what extent those entities will perform the effort under this RFP. If those entities have relocated or changed ownership since performance of the listed efforts,

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describe any changes in terms of personnel, facilities, or equipment, from those expected to perform this effort.

- f. **Terminations:** Identify any recent contracts which have been terminated for any reason, in whole or in part. Include prime contracts, contracts under which you were a subcontractor, and any of your subcontractors' contracts. If there were no terminations, state that.
- g. **Predecessor Companies:** If you or a critical subcontractor have relevant and recent performance history only as a part of a predecessor company, we may consider that past performance in our evaluation of past performance. For that predecessor company, provide the information identified in Paragraphs a. through f. above. Also document the history of the evolution from that predecessor company to the current company.
- L.3.3 **Thorough and Complete Information:** We may use data you provide and data we gather from other sources to evaluate past performance. Since we may not interview all the sources you provide, it is incumbent upon you to explain all the data you provide. We do not assume the duty to search for data to cure problems we find in proposals. The burden of providing thorough and complete past performance information remains with you.
- L.4 **Cost Area.**
- L.4.1 **Cost Volume:** The offeror shall present a Cost Volume that reflects the total cost of the offerors solution. It shall be consistent with the estimated costs and fee and firm fixed prices identified in Section B of the offerors proposal. The Cost Volume shall include substantiating information (non-certified), supporting the realism of the estimated cost and fee, in sufficient detail for the Government to evaluate the estimated costs per the applicable criteria in Section M. After proposal submission, the Government reserves the right to request more detailed cost or price information if necessary. The Cost Volume should be clearly labeled a Cost Volume.
- L.4.2 **Realism and Reasonableness:** The consistency of the proposal cost information with the offerors Technical Volume reflects on the offerors understanding of the work required and the offerors ability to perform according to the contract scope of work. Any apparent inconsistency between the promised performance and cost must be explained. The offerors cost volume shall also identify: (a) any judgmental characteristics applied and the mathematical or other methods used in the estimate and (b) the nature and amount of any contingencies or adjustments included in the proposed cost amounts.
- L.4.3 **Presentation of Cost Information.** The offeror shall submit a separate cost element breakdown in support of the proposed cost and fee for each Cost-Plus-Fixed-Fee (CPFF) priced CLIN in the initial award and options. Each such breakdown shall use the format described below to support each element of cost. The cost breakdown must be consistent with the offerors cost accounting system. Cost and all elements of cost are to be stated in United States (U.S.) dollars only, for both the prime Contractor and any potential subcontractors. The offeror shall state the exchange rate (if applicable) being used to convert any currency to U.S. dollars.
- Offerors are to submit all cost information in electronic spreadsheet format. Submitted spreadsheet files shall contain all formulas, computations, or equations used to compute the proposed amounts. Print image files, or files containing only values, are not acceptable. If a particular table takes more than one page for printout, the offeror shall ensure that the row with the column titles and the column with the cost element's names shall appear on each page of the printout. The offeror's name, Government solicitation number, and date of submission are also to be shown on each page.
- The Cost Volume should identify the offerors home office address, taxpayer identification TIN number and CAGE code, DUNS number, and CCR number.
- The offeror must provide a yes or no answer to each of the following questions:
- a. Has any executive agency of the United States Government performed any review of your accounts or records in connection with any other government prime contract or subcontract within the past twelve months? If yes, provide the name and address of the reviewing office, name of the individual and telephone extension.
- b. Will you require the use of any government property other than that set forth in C.2.6 in the performance of this proposal? If yes, identify.
- These instructions are not intended to be restrictive or all inclusive. Offerors are encouraged to submit any other costs and financial information considered helpful in the evaluation of their cost proposal.
- L.4.3.1 **Direct Labor:** Show direct labor hours by the appropriate direct labor category you propose. Include supporting documentation showing the development and rationale for the proposed hours. Show the total proposed direct labor costs. This should be a time-phased breakdown of labor hours and cost by appropriate major labor categories. Show the direct labor rates used in the time-phased breakdown, by labor category. Fully explain the basis of the proposed direct labor rates and any escalation used.
- L.4.3.2 **Direct Material:** For proposed direct material costs provide a priced bill of material identifying the basis of estimate (quote, purchase order, engineering estimate) for each item.



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L.4.3.3 Subcontracts: Identify all services to be performed by other than the offeror, in accordance with the offerors requirements. For each subcontract, identify the purpose, proposed hourly rate(s), total proposed cost, and the offerors evaluation of the subcontract cost. The same kind of cost information shall be provided for inter-organizational transfers, regardless of dollar value, except the offeror need not provide its evaluation of such cost information.

L.4.3.4 Other Direct Costs: List all other costs which are not otherwise included in the categories described above (such as travel, computer and consultant services) and provide the basis for pricing.

L.4.3.5 Indirect Costs: The method of computation and application of indirect costs will provide a basis for evaluation of the reasonableness of proposed rates and rates used. Show the proposed amounts for burden, including fringe benefits, if appropriate. The proposed material overhead, if appropriate, should be shown separately. For General and Administrative (G&A) costs, show the proposed allocation base and proposed G&A amount. If the award of this Contract will have a significant impact upon the offeror's business volume, the effects of those changes upon the pool and bases are to be identified and discussed.

L.4.3.6 Facilities Capital Cost of Money: If the offeror elects to claim Facilities Capital cost of Money (FCCM) as an allowable cost, the offeror must show the calculation of the proposed amounts. A breakdown of the net book value of land, buildings, and equipment must be included in the proposal. Show the Treasury Rate used to develop the amount.

L.4.3.7 Profit / Fee: The offeror shall identify the amount proposed for profit or fee.

L.4.3.8 Cost Accounting System: The offeror shall provide evidence that its accounting system is capable of tracing and segregating cost information in sufficient detail to administer a cost reimbursement-type contract. This evidence may include a letter from either DCMA or DCAA stating that the offeror has an acceptable accounting system for this type of contract. In those cases where the offeror does not currently have a DCMA or DCAA approved accounting system, the offeror shall describe what action it has taken to obtain DCMA or DCAA approval of its accounting system prior to Contract award.

L.4.4 Post Production Support. The Governments initial estimate for the type and percentage of overall effort to be performed for Post Production Support appears below. The offeror may find this estimate useful in preparing the cost proposal. However, the offeror is not required to use these percentages in preparing the cost proposal for post production support. If the offeror uses some other breakout of effort to price post production support, it should provide supporting rationale.

Updates to technical content -- 25%  
Correction to content errors -- 15%  
Feature improvements -- 15%  
Training -- 15%  
Internet website with FAQs and postings of technical bulletins -- 10%  
Software bug fixes -- 5%  
Software updates necessitated by operating system changes/updates -- 5%  
Telephonic support -- 5%  
Responding to technical questions submitted by email -- 5%

\*\*\* END OF NARRATIVE L 0001 \*\*\*

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SECTION M - EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990

(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

[End of Provision]

M-2	52.209-4011 (TACOM)	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	JAN/2001
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- (a) We'll award a contract to the offeror that:
- (1) submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified elsewhere in this solicitation, and
  - (2) submits a bid or proposal that meets all the material requirements of this solicitation, and
  - (3) meets all the responsibility criteria at FAR 9.104.
- (b) To make sure that you meet the responsibility criteria at FAR 9.104 we may:
- (1) arrange a visit to your plant and perform a preaward survey;
  - (2) ask you to provide financial, technical, production, or managerial background information.
- (c) If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you nonresponsive.
- (d) If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your bid or proposal available for our team to review.

[End of Provision]

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Section M Method of Selection

M.1 This section describe the process and procedures which will be used for evaluation and selection of proposals submitted under this solicitation.

M.1.1 As a result of this solicitation, the Government anticipates awarding one contract to the source whose proposal is most advantageous and realistic considering the evaluation criteria described below. However, the Government reserves the right to make no award as a result of this solicitation if, upon evaluation, none of the proposals are deemed to meet the Government's requirements at an acceptable level of risk or price.

M.1.2 The evaluation of the proposals submitted in response to this solicitation shall be conducted on a source selection basis using a trade-off process to obtain the best value to the Government. The Government will weigh the risks and merits of the evaluated proposal (Technical and Past Performance Areas) against the evaluated cost/price to the Government (Cost Area). As part of the tradeoff determination, the relative strengths and/or weaknesses and risks of each proposal shall be considered in selecting the offer that represents the best overall value to the Government. The Source Selection Authority (SSA) shall make the determination of which proposal represents the best value to the Government. The government may award to other than the offeror with the lowest evaluated most probable cost and fee/price.

M.1.3 Offerors must carefully read, understand, and provide all the information requested in the Proposal Preparation Instructions contained in Section L. If there are parts of Section L you do not understand then request clarification from the Contracting Officer. The Government may reject any proposal which:

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(1) Merely offers to perform work according to this Solicitation terms or fails to present more than a statement indicating its capability to comply with those terms without support and elaboration as specified in Section L of this solicitation; or

(2) Reflects an obvious and inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform the scope of work in Section C due to submission of a proposal which is unrealistically high or low in cost and/or unrealistic in terms of technical or schedule commitments; or

(3) Contains any unexplained significant inconsistency between the proposed effort and cost, which implies the offeror has (a) an inherent misunderstanding of the scope of work, or (b) an inability to perform the resultant contract; or

(4) Fails to meaningfully respond to the Proposal Preparation Instructions specified in Section L of this solicitation.

M.1.4 This RFP includes FAR Provision 52.215-1 Instructions to Offerors Competitive Acquisition in Section L which advises offerors that the Government intends to make award without conducting discussions. Exchanges with offerors are limited to Clarifications as defined in FAR 15.306(a). Therefore, the offerors initial proposal should contain the offerors best terms from a technical, delivery, and cost standpoint. However, under FAR 52.215-1, the Government reserves the right to hold discussions if necessary.

M.1.5 The Government will evaluate against three (3) Areas: Technical, Past Performance, and Cost. The Technical Area is most important and significantly more important than the Past Performance Area. The Past Performance Area is more important than the Cost Area. This is represented by the following word picture where Areas are, on a comparative basis, either Significantly More Important Than (>>>) or More Important Than (>>) other Areas:

Technical      >>>      Past Performance      >>      Cost

The non-Cost Areas of Technical and Past Performance, when combined, are Significantly More Important than the Area of Cost.

There are no Elements in any of the three (3) evaluation Areas.

M.1.6 Affordability. Price can also play a role in the Governments evaluation of the affordability of an Offerors proposal. An Offeror may not receive an award if its proposal is unaffordable.

M.1.6.1 Reserved

M.1.7 Risk Assessment. The Government will assess the risks (proposal risk and performance risk) of the Offerors proposal. It is important to distinguish the difference between proposal risk and performance risk.

M.1.7.1 Proposal Risks. Proposal Risks are those risks associated with an Offerors proposed approach in meeting the Governments requirements. Proposal Risk is assessed by the SSEB and is integrated into the assessment of the Technical and cost areas.

M.1.7.2 Performance Risks. Performance Risks are those risks associated with the probability that an Offeror will successfully perform the solicitation requirements as indicated by that Offerors record of past performance. Performance Risk will be assessed by the SSEB in the Past Performance Factor.

M.1.8 Determination of Responsibility. Per FAR 9.103, contracts will be placed with only Contractors that the Contracting Officer determines to be responsible, that is, those who satisfactorily perform the necessary tasks and delivery of the required items on time. Prospective Offerors, in order to qualify as sources for this acquisition, must be able to demonstrate that they meet standards of responsibility set forth in FAR 9.104-1 and FAR 9.104-3(b). In addition, the Government may assess the Offerors financial and management capabilities to meet the solicitation requirements. Accordingly, the Government reserves the right to reject an Offeror who cannot satisfy the Governments requirements as set forth in this RFP. The Government reserves the right to conduct a Pre-Award Survey on any or all Offerors (or their significant subcontractors, defined as any subcontract dollar value in excess of \$5,000,000 per year or if the subcontracted work is critical to the whole) to aid the PCO in the evaluation of each Offerors proposal and ensure that a selected Contractor is responsible. No award can be made to an Offeror who has been determined to be not responsible by the Contracting Officer. To make sure that you meet the responsibility criteria at FAR 9.104, we may:

- (1) arrange a visit to your plant and perform a necessary Pre-Award Survey, or
- (2) ask you to provide financial, technical, production, or managerial background information. If you dont provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you non-responsible. If we visit your facility, please make sure that you have current data relevant to your proposal available for our team to review.

M.2 Technical Area:

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M.2.1.1 Technical Approach. The Government will evaluate the risk and extent to which the offeror will achieve the requirements of section C.

M.2.1.2 Milestone Chart. The Government will evaluate the risk and extent to which the offeror will achieve the requirements of section C.

M.2.1.3 Experience. The Government will evaluate the extent that an Offeror and its subcontractors have recent Digital Schematics experience regarding some or all of Section C, and will have key personnel playing a significant role in this effort who do have recent digital Schematics experience. Key personnel having Digital Schematic experience, if recent, may be considered to the extent that it is a meaningful and credible predictor of the risk probability that the Offeror and its subcontractors will be successful in performing the Section C requirements of the RFP. Any prime or subcontractor experience which is identified in the Technical Proposal, but for which neither the balance of the Technical Proposal, nor the Cost Volume, supports that this experience is ever intended to be used by the Offeror during contract performance, will be discounted in part or in whole. Ultimately, the Government will also evaluate the extent to which Key Personnel experience is aligned with the tasks on the milestone chart and the degree to which these tasks are supported by appropriate experience.

M.2.2 Sample Solution of the Stryker Digital Schematic Tool (SDST). Sample of Solution for Stryker Digital Schematic Tool (SDST) Requirement. The Government will evaluate the extent to which it complies with the requirements of Section C to include but is not limited to, the ability to load and operate on the Maintenance Support Device (MSD), print circuits, simulated circuit operations and component functions, circuit description, component theory, locator illustrations, fault insertion tool, pop-up or graphical meter, and help manual. Where a feature is not present in the sample solution, the government will evaluate narrative descriptions of the missing features for completeness and understanding.

M.2.2.1 Documentation for the Sample Solution. The Government will evaluate the extent to which the documentation guides a user in the loading and basic troubleshooting of the SDST, and to the extent that it explains the access and use of the SDST functions.

**M.3 Past Performance Area:**

M.3.1 The assessment of Past Performance will be based on the offerors and significant subcontractors' current and past record of relevant contract performance, of contracts performed within approximately the last 3 years, as it relates to the probability that the offeror will successfully accomplish the required effort. When addressing performance risk, the Government will focus its inquiry on the offerors and major subcontractors' record of performance as related to (1) technical, (2) delivery, (3) cost estimating. and (4) business relations/cooperative behavior.

M.3.2 Significant achievements, problems, or lack of relevant data in any element of the work can become an important consideration in the source selection process. The existence of negative prior performance findings may result in a rating that reflects elevated performance risk. Offerors without a record of relevant Past Performance upon which to base a meaningful performance risk prediction will be rated as "Unknown Risk", which is neither favorable nor unfavorable.

M.3.3 In evaluating each offerors performance history, the Government will look at the offerors delivery performance, and that of any significant subcontractors, against the contracts original delivery schedule unless the delay was Government caused. Schedule extensions that were the fault of the offeror, or a proposed Subcontractors fault, even if consideration was provided, will be counted against the offeror. The Government will also evaluate general trends in past performance, including demonstrated corrective actions.

M.3.4 Additionally, the offeror may be evaluated based on other internal Government or private source information. While the Government may elect to consider data obtained from external sources other than the proposal, the burden on providing thorough and complete past performance information rests with the offeror.

M.3.5 A significant achievement, problem or lack of relevant data in any element of the work can become an important consideration in the source selection process. A negative finding under any element may result in an overall high-risk rating.

**M.4 Cost Area:**

The total evaluated price shall consist of the following:

**Basic Award:**

- 0001AA SDST (Cost Plus Fixed Fee)
- 0001AB SDST Training (Firm Fixed-Price)
- 0001AC Post Production Support (Cost Plus Fixed Fee)

**Options:**

- 0002AA Post Production Support Yr 2 (Cost Plus Fixed Fee)
- 0002AB Post Production Support Yr 3 (Cost Plus Fixed Fee)
- 0003AA Option Training (Firm Fixed-Price)

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M.4.1 For CPFF CLINs, the Cost Area evaluation will assess the total most probable cost to the Government, to include the reasonableness and realism of all proposed cost elements and proposed fee. For firm fixed-price CLINs, the Cost Area evaluation will assess price reasonableness, but will make no adjustments to the proposed fixed prices to determine most probable cost to the government. Price reasonableness will be assessed in accordance with the approach outlined in FAR 15.305 (a) (1).

M.4.2 Cost Reasonableness and Cost Realism: The Cost Area evaluation will include assessments of Cost Reasonableness and Cost Realism for the CPFF CLINs as follows:

M.4.2.1 Cost Reasonableness: The Government shall evaluate the cost reasonableness of the offeror's proposed cost and fee in accordance with the definition in FAR 31.201-3. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business.

M.4.2.2 Cost Realism: The Government shall evaluate cost realism by independently reviewing and evaluating the specific elements of the offeror's proposed cost estimates to determine whether the proposed cost is both (a) realistic to meet the scope of work requirements, and (b) accurately reflects the offeror's proposed effort for meeting these requirements. The result of the realism evaluation will be a determination of the most probable cost of performance to the Government for performing the scope of work. The most probable cost will be determined by adjusting the offeror's proposed cost, to reflect any additions or reductions to cost elements, based on the results of the cost realism analysis. The most probable cost may differ from the proposed cost. The most probable cost plus proposed fee, rather than the proposed cost and proposed fee, shall be used in the trade-off evaluation to determine best value.

M.4.3 Evaluation of Compensation for Professional Employees FAR 52.222-46 (Feb 1993):

(a) Re-competition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data such as recognized national and regional compensation surveys and studies of professional, public, and private organizations used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

M.4.4 Uncompensated Overtime: To the extent an offeror proposes uncompensated overtime, the Government shall assess the realism of the proposed uncompensated overtime, and conduct a risk assessment of each proposal to judge the credibility/achievability of the proposed uncompensated overtime and whether the use of uncompensated overtime will degrade the level of technical expertise required to satisfy the contract scope of work (See FAR 15.305 (a) (1)). The Defense Contract Audit Agency may be requested to verify proposed rates and projections.

M.4.5 Contractor's Accounting System: In order to be eligible for an award, the offeror must have a Cost Accounting System capable of supporting a Government cost-reimbursement type contract.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-07-R-0293 <b>MOD/AMD</b>	<b>Page</b> 54 <b>of</b> 54
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